REMARKS

Claims 9 and 10 have been amended. Claims 1-104 remain pending in this application. Reconsideration is respectfully requested in light of the following remarks.

Information Disclosure Statement:

Per the Examiner's request, a copy of the previously submitted IDS and form PTO-1449 from 07/12/01 is included herewith. Applicants request that the Examiner carefully consider the listed references and return a copy of the signed and initialed form PTO-1449 from this IDS.

Section 112, Second Paragraph, Rejection:

The Office action rejected claims 9 and 10 under 35 U.S.C. § 112, second paragraph, as indefinite. Claims 9 and 10 have been amended to correct a claim dependency numbering issue. Applicants submit that amended claims 9 and 10 are not indefinite and as such, respectfully request the removal of the 35 U.S.C. § 112 rejection.

Section 102(e) Rejection:

The Office Action rejected claims 1-11, 13-23, 25-31, 33-35, 59-65, 67-71, 88-90 and 92-95 under 35 U.S.C. § 102(e) as being anticipated by Waldo et al. (U.S. Patent 6,237,009) (hereinafter "Waldo"). Applicants assert that pending claims 1-11, 13-23, 25-31, 33-35, 59-65, 67-71, 88-90 and 92-95 are not anticipated by Waldo.

Waldo teaches a method wherein a client obtains lease for access to a resource by entering into a management lease with a lease manager by sending a "dirty" call requesting access to a resource for a requested lease time and wherein the lease manager grants the lease by sending a return call specifying the grant period. (Abstract, figure 1, column 5, lines 1-16, column 8, lines 54-67).

Regarding claim 1, Applicants assert that Waldo fails to teach receiving from a client a service request message in a data representation language referencing a resource provided by a service. Further, Waldo also does not teach sending a service request response message in a data representation language advising said client of said first granted lease period, as recited in applicants' claim 1. The lease mechanism in Waldo does not employ data representation language messages. In contrast, Waldo teaches that an application "makes a call to a resource or a method invocation (MI) component managing the resource." (Waldo, column 8, lines 5-17). Waldo also describes the interface to a lease manager as having "a number of methods that allow a client to interact with the lease manager." (Waldo, column 16, lines 53-55) and clearly describes the use of JAVA Remote Method Invocation (RMI) (column 15, lines 43-60). Thus, Waldo teaches the use of code based inter-process communication such as method calls (JAVA RMI) between an application and a resource, a method invocation (MI) component, or a lease manager. The method calls of Waldo clearly do not involve receiving or sending messages in a data representation language.

In light of the above remarks, Applicants assert that the rejection of claim 1 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 1 apply to claims 14, 25, 33, 59, 67, 88, and 92.

Regarding claim 3, Applicants assert that Waldo does not teach wherein said receiving a service request message and said sending a service request response message are performed by a space service. Waldo teaches that after an application obtains a reference to a resource by a name lookup, as a return value to some other call, or by another method, the application sends a dirty call to the managing MI component for the resource, and waits for a return call including a granted lease period. (Waldo, column 8, lines 5-17, lines 54-64). However, Waldo contains no teaching or suggestion regarding a space service or regarding a space service receiving a service request message or sending a request response message. Waldo also fails to teach wherein said space service

comprises a plurality of service advertisements for enabling access by clients to resources provided by a plurality of services including said service. In fact, Waldo fails to teach anything regarding service advertisement. Waldo further fails to teach wherein said space service obtains said first granted lease period from said service on behalf of said client.

In light of the above remarks, applicants assert that the rejection of claim 3 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 3 apply to claims 16 and 61.

Regarding claim 4, applicants disagree with the Examiner interpretation of Waldo and submit that Waldo fails to disclose wherein a service comprises a service process and a service message endpoint operatively coupled to said service process and operable to receive request messages for and send response messages to a client in a data representation language. The Examiner's cited passages (Waldo, column 8, lines 54-59, and column 10, lines 42-55) refer to an application sending "dirty" and "clean" calls to a method invocation (MI) components that manages a resource. As shown above, regarding claim 1, Waldo fails to disclose the use of data representation language messages, but instead teaches the use of JAVA Remote Method Invocation for communication between applications in a distributed computing environment (Waldo, column 15, lines 43-66). Thus, Waldo does not use messages between applications to manage leased resources, but instead uses remote method invocations. Thus, Waldo clearly fails to teach a message endpoint, contrary to the Examiner's assertion.

Waldo further fails to teach wherein said receiving a service request message and said sending a service request response message are performed by the service message endpoint on behalf of the service process. A careful reading of Waldo reveals no such teaching.

In light of the above remarks, applicants assert that the rejection of claim 4 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 4 apply to claims 17, 27 and 62.

Regarding claim 5, Waldo fails to teach receiving from the client, prior to the first granted least period expiring, a lease renewal message in the data representation language referencing the resource provided by the service, wherein the least renewal message specifies a second requested lease period. Nor does Waldo teach sending a lease renewal response message in the data representation language. As shown above regarding claim 1, Waldo fails to teach sending service request and service request response messages in a data representation language. Additionally, Waldo also fails to teach sending a lease renewal message in a data representation language. Instead, Waldo teaches that applications can "extend leases by sending dirty calls with an extension request before current leases expire." (Waldo, column 9, lines 55-60). As with the initial dirty call an applicant makes under Waldo, dirty calls used to extend leases are also performed, according to Waldo, using RMI calls, and not by sending a lease renewal message in a data representation language.

Waldo clearly does not teach a lease renewal message or a lease renewal response message in a data representation language. As such, Applicants assert that the rejection of claim 5 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 5 apply to claims 6, 7, 18, 19, 26, 63 and 64.

Regarding claim 20, Waldo fails to teach a data representation language message schema comprising descriptions of data representation language messages for managing leases of resources provided by the service. In fact, Waldo fails to teach anything at all regarding a schema comprising descriptions of data representation language messages for managing leases. In contrast, Waldo teaches an interface to a lease manager that "provides a number of methods that allow a client to interact with the lease manager." (Waldo, column 16, lines 53-58). Waldo also includes two "code" tables (code table 1,

column 17, and code table 2, column 21) that clearly show a programmatic interface includes JAVA based public interfaces and JAVA methods. Thus, Applicants assert that Waldo fails to teach a data representation language message schema comprising descriptions of data representation language messages for managing leases of resources provided by the service.

In light of the above remarks, applicants assert that the rejection of claim 20 is not supported by the cited art and withdrawal of the rejection is respectfully requested.

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). Clearly, Waldo does not describe the identical invention as claimed by Applicants.

Section 103(a) Rejection:

The Office Action rejected claims 12, 24, 32, 36-58, 66, 72-87, 91 and 96-104 under 35 U.S.C. § 103(a) as being unpatentable over Waldo in view of Graham et al. (U.S. Patent 6,594,700) (hereinafter "Graham"). Applicants respectfully traverse this rejection for at least the following reason.

The Waldo patent is not prior art to the present application for rejections under 35 U.S.C. § 103. The American Inventors Protection Act of 1999 amended 35 U.S.C. § 103(c) to state that art which qualifies as prior art only under § 102(e), (f) or (g) is not available for rejections under § 103 if that art and the subject matter of the application under examination were owned by or subject to an obligation of assignment to the same assignee at the time the invention was made. This change to 35 U.S.C. § 103(c) is effective for any application filed on or after November 29, 1999. The present

application is an application for patent filed after November 29, 1999. At the time the invention was made, the subject matter of present application and the Waldo patent were both owned by or subject to an obligation of assignment to the same assignee, Sun Microsystems, Inc. Therefore, the amendment to 35 U.S.C. § 103(c) made by the American Inventors Protection Act of 1999 applies to the present application and operates to exclude the Waldo patent as available prior art for rejections under 35 U.S.C. § 103.

Thus, Applicants respectfully request the removal of the 35 U.S.C. § 103(a) rejection of claims 12, 24, 32, 36-58, 66, 72-87, 91 and 96-104.

In regard to both the § 102 and § 103 rejections, Applicants also assert that numerous other ones of the claims recite further distinctions over the cited art. However, since the rejections have been shown to be improper in regard to all the independent claims, a further discussion of additional distinctions is not necessary at this time.
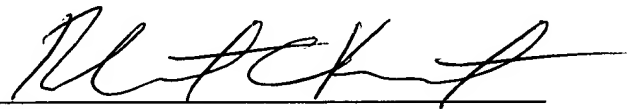
CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-69900RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees (   ).

☒ Copy of previously submitted IDS and form PTO-1449 of 07/12/01.

Respectfully submitted,

Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

Date: July 1, 2004